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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

LASALLE NATIONAL BANK, as Trustee for the registered holders of SALOMON BROTHERS MORTGAGE SECURITIES VII, INC., SERIES 1997-HUD2, by WILSHIRE SERVICING CORPORATION, as Attorney-In-fact

Plaintiff,

v.

FERNANDO APONTE ORTIZ, his wife HILDA CABAN BRIZZIE a/k/a HILDA DEL CARMEN CABAN BRIZZIE and THE CONJUGAL PARTNERSHIP CONSTITUTED BETWEEN THEM,

Defendants.

CIVIL NO. 98-1864 (JP)

COLLECTION OF MONEY
FORECLOSURE OF
MORTGAGE

MOTION REQUESTING SECOND AMENDED ORDER AND WRIT OF EXECUTION

TO THE HONORABLE COURT:

COMES NOW plaintiff, through the undersigned attorney, who very respectfully avers and prays:

1. On September 16, 2005, this Honorable Court issued an Amended Order of Execution in this case. Docket #18. On October 5, 2005, the Clerk issued an Amended Writ of Execution. Docket entry #19.

2. In preparing the Notice of Sale, plaintiff noticed that both the Amended Order and Writ of Execution contain an earlier caption of the case, which was subsequently changed. The caption of the case should be "*LaSalle National Bank, as Trustee for the registered holders of Salomon Brothers Mortgage Securities VII, Inc., Series 1997-HUD2, by Wilshire Servicing Corporation, as Attorney-In-Fact v. Fernando Aponte Ortiz, his wife, Hilda Caban Brizzie a/k/a Hilda Del Carmen Caban Brizzie and the Conjugal Partnership constituted between them.*"

3. Plaintiff respectfully requests that the Honorable Court and the Clerk of the Court issue a Second Amended Order of Execution and Second Amended Writ of Execution, respectively, reflecting the correct caption. To expedite matters, plaintiff encloses a proposed Second Amended Order of Execution and Second Amended Writ of Execution.

WHEREFORE, plaintiff very respectfully avers and prays from this Honorable Court that that a Second Amended Order and Second Amended Writ of Execution be issued by this Honorable Court reflecting the correct caption in this case.

CERTIFICATE OF SERVICE

I hereby certify that on December 20, 2005, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system and I hereby certify that I have mailed by United States Postal Service, First Class Mail, the document to the following non CM/ECF participants: **Fernando Aponte Ortiz** and **Hilda Cabán Brizzie a/k/a Hilda Del Carmen Cabán Brizzie**, Calle Coral A-126, Parque Isla Verde, Carolina, P.R. 00979; **Carlos Aguilar Aguilar**, AB-27 43 Street, Santa Juanita, Bayamón, P.R. 99956 and **Reinaldo Cestero, Cestero & Co.**, 511 Hostos Avenue, Suite 203, Hato Rey, P.R. 00918.

At San Juan, Puerto Rico, this 20 day of December, 2005.

/S/ Mildred Cabán
Mildred Cabán - U.S.D.C. No. 205206
Attorney for Plaintiff
GOLDMAN ANTONETTI & CORDOVA, P.S.C.
P.O. BOX 70364
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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

LASALLE NATIONAL BANK, as Trustee
for the registered holders of SALOMON
BROTHERS MORTGAGE SECURITIES
VII, INC., SERIES 1997-HUD2, by
WILSHIRE SERVICING CORPORATION,
as Attorney-In-Fact

CIVIL NO. 98-1864(JP)

Plaintiff,

v.

FERNANDO APONTE ORTIZ, his wife
HILDA CABAN BRIZZIE a/k/a/ HILDA
DEL CARMEN CABAN BRIZZIE and THE
CONJUGAL PARTNERSHIP
CONSTITUTED BETWEEN THEM

COLLECTION OF MONEY
FORECLOSURE OF MORTGAGE

Defendants.

SECOND AMENDED ORDER OF EXECUTION

Upon the motion filed by plaintiff herein for the execution of the Third Amended Judgment by this Court on May 12, 2000 and it appearing from the records of this Court and from plaintiff's motion that the defendants failed to pay to the plaintiff the sums of money adjudged to be paid under said judgment;

IT IS HEREBY ORDERED that defendants owe plaintiff the sum of \$85,479.78 in principal, plus the amount of \$27,976.73 in interests as of May 31, 2005, which continue to accrue at the rate of 8% per annum, \$18.74 per day, until full payment, late charges in the amount of \$1,167.88, plus non-sufficient fund charge of \$10.00, Escrow

Advances, BPO/ Appraisal/Inspection, in the amount of \$358.66 and any disbursements made by plaintiff made on behalf of the defendants in accordance with the mortgage deed plus \$9,255.00 for costs, disbursements and attorney's fees.

IT IS HEREBY FURTHER ORDERED that Reinaldo Cestero of Cestero & Co. is appointed the Special Master and proceed forthwith and sell at public auction to the highest bidder, the property described in Spanish as follows:

URBANA: Parcela de terreno señalada con el #26 del bloque A del proyecto "Parque de Isla Verde", radicada en el Barrio Cangrejo Arriba de Carolina, Puerto Rico, con una cabida de 225.00 metros cuadrados, en lindes por el: NORTE: en una extensión de 9.00 metros con la calle I-B del proyecto; SUR: en una extensión de 9.00 metros con futura calle Malecón; ESTE: en una extensión de 25.00 metros con lote #27 del bloque A del Proyecto; OESTE: en una extensión de 25.00 metros con lote #25 del bloque A del proyecto.

ENCLAVA: Una unidad de vivienda de concreto reforzado. La misma consta de sala, comedor, cocina, salón familiar, lavandería, marquesina, tres dormitorios y dos baños.

PROPIETARIO REGISTRAL: FERNANDO APONTE ORTIZ e HILDA DEL CARMEN CABAN BRIZZIE, quienes adquirieron por compra a Mansiones de la Marina, S.E. según escritura #99, otorgada en San Juan, el 28 de septiembre de 1992, ante Ismael Molina Serrano, inscrita al folio 211 del tomo 837 de Carolina I, inscripción Ira y única, finca #39281.

In virtue of the referenced mortgage, the above-mentioned property responds for the following amounts: the principal owed of the note, its interest until its full satisfaction, to guarantee the total and complete payment of the debt as evidenced by the above described promissory note, as well as each and every one of the conditions therein contained, and to further secure three additional amounts of nine thousand two hundred

fifty five dollars (\$9,255.00) each, which are stipulated to cover (a) interest in addition to those secured by law, (b) the amount which the debtor undertakes to pay as a liquidated amount without necessity for liquidation and approval by the court to cover costs, expenses and attorney's fees in the event the holder of the Note has to take recourse to foreclosure or judicial collection, and (c) any other advances that may be made under this contract in addition to the amounts stated in the note.

The property herein above described is to be sold in the manner and form provided in said judgment and as herein further provided:

- a. said public sale shall be had at the office of the Clerk of this Court, or the United States Marshal for this District;
- b. notices of sale shall be published by the Special Master once a week for at least four (4) weeks prior to the date of the sale, in a newspaper printed regularly and having a general circulation in the island of Puerto Rico;
- c. the Special Master at the sale shall not accept in payment of the property to be sold anything but United States currency or certified checks, except in case the property be sold and adjudicated to the plaintiff, in which case the amount of the bid made by plaintiff shall be credited and deducted from its mortgage credit; the plaintiff being bound to pay in cash or certified check only any excess of its bid over the secured indebtedness then remaining unsatisfied;

- d. the Special Master may, either personally or by some person designated by him to act in his name and by his authority, adjourn the sale from time to time without further publication;
- e. upon the confirmation of the sale by this Court, the Special Master shall execute and deliver a deed of conveyance of the property sold to the purchaser thereof.
- f. The minimum bid set for the first public sale shall be \$92,550.00.

SO ORDERED.

In San Juan, Puerto Rico, this day of 2005.

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

LASALLE NATIONAL BANK, as Trustee
for the registered holders of SALOMON
BROTHERS MORTGAGE SECURITIES
VII, INC., SERIES 1997-HUD2, by
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DEL CARMEN CABAN BRIZZIE and THE
CONJUGAL PARTNERSHIP
CONSTITUTED BETWEEN THEM

COLLECTION OF MONEY
FORECLOSURE OF MORTGAGE

Defendants.

SECOND AMENDED WRIT OF EXECUTION

THE UNITED STATES OF AMERICA)
THE PRESIDENT OF UNITED STATES)
THE COMMONWEALTH OF PUERTO RICO)

TO THE SPECIAL MASTER APPOINTED BY THIS COURT:

WHEREAS: On May 12, 2000, a Third Amended Judgment by stipulation was entered against the above-captioned case defendants Fernando Aponte Ortiz, his wife Hilda Cabán Brizzie a/k/a Hilda del Carmen Cabán Brizzie and the Conjugal Partnership Constituted between them. Upon failure to comply with the stipulation, defendants are ordered to pay \$85,479.78 in principal, plus the amount of \$27,976.73 in interests as of May 31, 2005, which continue to accrue at the rate of 8% per annum, \$18.74 per day, until full payment, late charges in the amount of \$1,167.88, plus non-sufficient funds

charge of \$10.00, Escrow Advances, BPO/Appraisal/Inspection, in the amount of \$358.66 and any disbursements made by plaintiff on behalf of defendants in accordance with the mortgage deed plus \$9,255.00 for costs, disbursements and attorney's fees.

WHEREAS: This Judgment is final.

WHEREAS: The Court has emitted a Second Amended Order which literally reads as follows:

SECOND AMENDED ORDER OF EXECUTION: Upon the motion filed by plaintiff herein for the execution of the Third Amended Judgment by this Court on May 12, 2000 and it appearing from the records of this Court and from plaintiff's motion that the defendants failed to pay to the plaintiff the sums of money adjudged to be paid under the said judgment;

IT IS HEREBY ORDERED that defendants owe plaintiff the sum of \$85,479.78 in principal, plus the amount of \$27,976.73 in interests as of May 31, 2005, which continue to accrue at the rate of 8% per annum, \$18.74 per day, until full payment, late charges in the amount of \$1,167.88, plus non-sufficient funds charge of \$10.00, Escrow Advances, BPO/Appraisal/Inspection, in the amount of \$358.66 and any disbursements made by plaintiff made on behalf of the defendants in accordance with the mortgage deed plus \$9,255.00 for costs, disbursements and attorney's fees.

IT IS HEREBY FURTHER ORDERED that Reinaldo Cestero, of Cestero & Co. is appointed the Special Master and proceed forthwith and sell at public auction to the highest bidder, the property described in Spanish as follows:

URBANA: Parcela de terreno señalada con el #26 del bloque A del proyecto "Parque de Isla Verde", radicada en el Barrio Cangrejo Arriba de Carolina, Puerto Rico, con una cabida de 225.00 metros cuadrados, en lindes por el: NORTE: en una extensión de 9.00 metros con la calle 1-B del proyecto; SUR: en una extensión de 9.00 metros con futura calle Malecón; ESTE: en una extensión de 25.00 metros con lote #27 del bloque A del Proyecto; OESTE: en una extensión de 25.00 metros con lote #25 del bloque A del proyecto.

ENCLAVA: Una unidad de vivienda de concreto reforzado. La misma consta de sala, comedor, cocina, salón familiar, lavandería, marquesina, tres dormitorios y dos baños.

PROPIETARIO REGISTRAL: FERNANDO APONTE ORTIZ e HILDA DEL CARMEN CABAN BRIZZIE, quienes adquirieron por compra a Mansiones de la Marina, S.E. según escritura #99, otorgada en San Juan, el 28 de septiembre de 1992, ante Ismael Molina Serrano, inscrita al folio 211 del tomo 837 de Carolina I, inscripción 1ra y única, finca #39281.

In virtue of the referenced mortgage, the above-mentioned property responds for the following amounts: the principal owed of the note, its interest until its full satisfaction, to guarantee the total and complete payment of the debt as evidenced by the above described promissory note, as well as each and every one of the conditions therein contained, and to further secure three additional amounts of nine thousand two hundred fifty five dollars (\$9,255.00) each, which are stipulated to cover (a) interest in addition to those secured by law, (b) the amount which the debtor undertakes to pay as a liquidated amount without necessity for liquidation and approval by the court to cover costs, expenses and attorney's fees in the event the holder of the Note has to take recourse to foreclosure or judicial collection, and (c) any other advances that may be made under this contract in addition to the amounts stated in the note.

The property herein above described is to be sold in the manner and form provided in said judgment and as herein further provided:

- a. said public sale shall be had at the office of the Clerk of this Court, or the United States Marshal for this District;
- b. notices of sale shall be published by the Special Master once a week for at least four (4) weeks prior to the date of the sale, in a newspaper printed regularly and having a general circulation in the island of Puerto Rico;
- c. the Special Master at the sale shall not accept in payment of the property to be sold anything but United States currency or certified checks, except in case the property be sold and adjudicated to the plaintiff, in which case the amount of the bid made by plaintiff shall be credited and deducted from its mortgage credit; the plaintiff being bound to pay in cash or certified check only any excess of its bid over the secured indebtedness then remaining unsatisfied;

- d. the Special Master may, either personally or by some person designated by him to act in his name and by his authority, adjourn the sale from time to time without further publication;
- e. upon the confirmation of the sale by this Court, the Special Master shall execute and deliver a deed of conveyance of the property sold to the purchaser thereof.
- f. The minimum bid set for the first public sale shall be \$92,550.00.

SO ORDERED.

In San Juan, Puerto Rico, this _____ day of _____, 2005.

(SIGNED) UNITED STATES DISTRICT JUDGE

THEREOF you, the Special Master appointed by this Court, pursuant to the Judgment entered on May 12, 2000, and Second Amended Order of Execution which is literally transcribed above, are requested to proceed with the execution of said Judgment, in accordance with their terms and applicable law.

THEREOF: The minimum bid set for the first public sale shall be \$92,550.00.

Issued under my signature and with the seal of the Court, this _____ day of _____, 2005.

CLERK OF U.S. DISTRICT COURT